

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SofTechnics, Inc.		01/12/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3065361	SOFTECHNICS
Registration Number:	2140565	SOFTLINK
Registration Number:	3720119	SOFTRETAIL
Registration Number:	2240138	SOFTORDER
Registration Number:	3186207	GEM2020
Registration Number:	3732820	SOFTPORTAL
Registration Number:	2140575	CHAINTRACK
Registration Number:	3180044	SOFTGROCER
Registration Number:	3189061	SOFTSPA
Registration Number:	3180045	SOFTDX
Registration Number:	3186206	CT2020

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900182827

**TRADEMARK
 REEL: 004465 FRAME: 0209**

OP \$290.00 3065361

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0191
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/01/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2011 (this "Agreement"), among SOFTECHNICS, INC. (the "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among REDPRAIRIE HOLDING, INC. ("Holdings"), REDPRAIRIE CORPORATION (the "Borrower"), the Subsidiaries of the Borrower (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, the Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other

country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (collectively, "Trademarks");

(b) all Contractual Obligations providing for the grant of any right to or under any Trademarks, including those listed on Schedule I; and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern (and for the avoidance of doubt, Excluded Assets shall not be part of the Trademark Collateral).

SECTION 4. Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

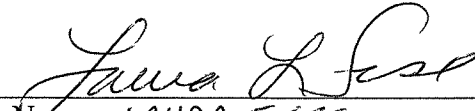
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

SOFTECHNICS, INC.

By:

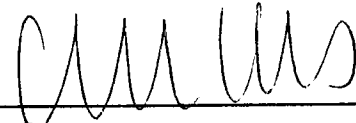
A handwritten signature in cursive script, appearing to read "Laura Feese", written over a horizontal line.

Name: LAURA FESE

Title: VICE PRESIDENT AND SECRETARY

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
AS ADMINISTRATIVE AGENT

By:



Name: ROBERT HETU
Title: MANAGING DIRECTOR

By:



Name: KEVIN BUDDHDEW
Title: ASSOCIATE

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
SOFTECHNICS, INC.	SOFTECHNICS	3065361	3/7/2016
SOFTECHNICS, INC.	SOFTLINK	2140565	3/3/2018
SOFTECHNICS, INC.	SOFTRETAIL	3720119	12/1/2019
SOFTECHNICS, INC.	SOFTORDER	2240138	12/16/2018
SOFTECHNICS, INC.	GEM2020	3186207	12/19/2016
SOFTECHNICS, INC.	SOFTPORTAL	3732820	12/29/2019
SOFTECHNICS, INC.	CHAINTRACK	2140575	3/3/2018
SOFTECHNICS, INC.	SOFTGROCER	3180044	12/5/2016
SOFTECHNICS, INC.	SOFTSPA	3189061	12/26/2016
SOFTECHNICS, INC.	SOFTDX	3180045	12/5/2016
SOFTECHNICS, INC.	CT2020	3186206	12/19/2016

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
None.			

III. Trademark Licenses

<u>Grantor</u>	<u>Description of Trademark License</u>	<u>Registration Number of Underlying Trademark</u>	<u>Name of Licensor</u>
None.			